

Kings River Watershed Coalition Authority

P.O. Box 8259

Fresno, CA 93747

Phone (559) 476-0539 - FAX (559) 237-5560

October 17, 2013

Ms. Pamela Creedon, Executive Officer
Central Valley Regional Water Quality Control Board
11020 Sun Center Drive, Suite 200
Rancho Cordova, CA 95670-6114

Re: Application to Serve as Third-Party Representing Members in the Kings River Watershed - Order R5-2013-0120

Dear Ms. Creedon:

In accordance with Section VIII. A. of the Central Valley Regional Water Quality Control Board Order R5-2013-0120, Waste Discharge Requirements General Order (Order) for Growers Within the Tulare Lake Basin Area that are Members of a Third-Party Group, the Kings River Watershed Coalition Authority (Coalition) hereby submits this application to serve as the third-party representing members in the Kings River watershed.

Section VIII.A. states that "the Executive Officer will consider the following factors in determining whether to approve the request by issuing a Notice of Applicability (NOA) to the third-party:

- 1. Ability of the third-party to carry out the third-party responsibilities identified in the Order, whether the third-party has clearly identified the geographic area proposed to be covered by the third-party, and should a third-party request to serve as a third-party for only a portion of the Order's coverage area, the reasonableness of the proposed boundaries.*
- 2. Whether the third-party is a legally defined entity (i.e., non-profit corporation; local or state government; Joint Powers Authority) or has a binding agreement among multiple entities that clearly describes the mechanisms in place to ensure accountability to its Members.*
- 3. Whether the third-party has binding agreements with any subsidiary group (i.e., sub-watershed group) to ensure any third-party responsibilities carried out by the subsidiary group, including the collection of fees, are done so transparently and with accountability to the third-party and its Members. If the third-party will not rely on any subsidiary group to carry out any of its responsibilities, the third-party must state that in its application letter.*
- 4. Whether the third-party has a governance structure that includes a governing board of directors composed in whole or in part of Members, or otherwise provides Members with a mechanism to direct or influence the governance of the third-party through appropriate by-laws.*

The Coalition has addressed each of these factors in this application as set forth below.

1.a. Ability to Carry Out Third-Party Responsibilities

The Coalition has extensive knowledge, experience, and history in dealing with surface water quality issues in cooperation with Regional Board staff. Since 2003, the Coalition has served as the third-party entity representing participating growers in the Kings River watershed under the original Conditional Waiver of Agricultural Discharge and later under the Irrigated Lands Regulatory Program. There are currently 1947 Members with 449,657 acres participating in the Coalition.

Coalition representatives provided active representation and coordination with other sub-watershed coalitions covered by the Southern San Joaquin Valley Water Quality Coalition (SSJWQC), including communication and outreach, participation in Regional Board workshops and meetings, and consolidation of monitoring reports.

The Kings River Conservation District (KRCD) serves as agent to the Coalition, providing considerable manpower to handle the monitoring, reporting, outreach, and administrative activities required for proper member representation. The Coalition is staffed using KRCD labor resources allowing it to flexibly increase and decrease allocation of staff to match workload. The Coalition is also able to share overhead expenses with other activities and programs managed by KRCD allowing the Coalition to represent its Member in a cost-effective manner for the past several years.

The Coalition has expended a considerable amount of time and resources to serve as the third-party representative, including partnering with other local agencies and service providers in to provide effective grower outreach and member enrollment. The Coalition has also solicited proposals for various items required under the Order including the data management and preparation of the Groundwater Assessment Report.

Lastly, the Coalition has strong support from its member agencies and growers served by those agencies. The Coalition is comprised of public agencies and private water purveyors, each with an interest in preserving the viability of irrigated agriculture within their service areas that are engaged and are supportive of the Coalition's purpose and activities.

1.b. Geographic Area Proposed for Coverage

The Coalition is seeking to represent the Kings River watershed, which is a portion of the Tulare Lake Basin and the Order's entire coverage area. This area is referred to hereinafter as the Proposed Coverage Area and is shown in Attachment 1. Electronic files delineating the Proposed Coverage Area are available from Coalition staff upon request.

The Proposed Coverage Area includes those areas that the Coalition has represented for the past ten years under the surface water regulatory program and adjoining

areas as necessary to ensure that there are no coverage gaps between neighboring coalitions. The Proposed Coverage Area is based in part on the political boundaries of the Kings River Conservation District and entities utilizing surface water deliveries from the Kings River, an area commonly referred to as the Kings River service area. Additional areas, referred to by the Coalition as Supplemental Areas, have been added to provide coverage for all growers adjacent to the Kings River service area within the Tulare Lake Basin.

The Coalition has coordinated the Proposed Coverage Area with entities representing, or seeking to represent, other areas covered by this Order and other tentative and adopted orders. These areas and entities include:

- East San Joaquin Water Quality Coalition
- Westlands Watershed Coalition
- Westside Coalition
- Tule Sub-watershed Coalition
- Kaweah Sub-watershed Coalition
- Kern Sub-watershed Coalition

The proposed and adopted coverage areas for these other coalitions are also delineated on the attached map.

1.c. Reasonableness of the Boundary

The boundaries proposed by the Coalition are reasonable. The boundary covers approximately 1 million acres of irrigated agriculture. Many of the growers in this area have been represented by the Coalition for over a decade. Where adjustments to the current coverage boundary and proposed boundary were made, the adjustments were made in cooperation with the adjacent coalitions and their represented growers. The proposed boundaries typically fall along physical and/or political boundaries and are easily defined and ascertainable.

2.a. Legal Structure

The Coalition, in its current legal form, was established on January 1, 2009, under the Joint Exercise of Powers Act (Government Code Sections 6500, *et seq.*), by and between various public agencies and mutual water companies, hereinafter referred to as "JPA Members", within the Kings River service area. A copy of the Joint Powers Agreement is included as Attachment 2.

The Coalition was formed as a California Joint Powers Authority (JPA) in order to combine resources and reduce the cost of compliance with the Irrigated Lands Regulatory Program and the subsequent order. It was recognized that a JPA structure would facilitate a number of activities that would be required to serve as the third-party representative including contracting for outside services to prepare studies and plans, communicating with a large grower population, and conducting monitoring activities. These activities require coordination and cooperation amongst the various governing entities and are better handled under a JPA structure.

2.b. Accountability to Membership

The Coalition is a non-profit entity formed for the primary purpose of serving as the watershed coalition group for the Kings River sub-watershed. The Coalition Board of Directors is formed by appointment of directors who are elected or appointed to represent growers as members of a water agency board of directors. Membership typically has access to these directors through various publically noticed meetings held by member agencies each month. Meetings of the Coalition Board of Directors are publically noticed and the general public has the ability to attend regular meetings and provide public comment.

The Coalition has developed and implemented an outreach and communication strategy which includes periodic meetings and workshops through local water agencies and other related parties, periodic newsletters and a website located at www.kingsriverwqc.org.

3. Binding Agreements with Subsidiary Groups

At this time, the Coalition intends serve as the third-party representing its members in all respects and will not rely on any subsidiary group to carry out any third-party responsibilities. The Coalition has no agreement in place with any subsidiary group.

Under the prior order, the SSJWQC represented the entire Tulare Lake Basin watershed area. The Coalition, under the agreement forming the SSJWQC, performed the monitoring, reporting, and outreach for the Kings sub-watershed. Upon adoption of the Order and in accordance with the terms of the Order, the SSJWQC has ceased its third-party representation. The SSJWQC, by agreement of its members, has determined that it will no longer serve as a third-party for purposes of the Irrigated Lands Regulatory Program. The SSJWQC will have no further role or responsibility under the Order but intends to continue to serve as a forum for sub-watershed representatives to discuss basin-wide water quality issues.

4. Governance Structure

The Coalition governing board of directors is composed of growers, many of which are members of the Coalition, or their designated representatives. Each of the Coalition's directors is appointed by the governing board of the public agency or mutual water company that they represent. Under the Coalition's Joint Powers Agreement, the directors must be elected members of their respective governing boards. Decisions made by the Coalition Board of Directors are made by growers uniformly representing Proposed Coverage Area. Growers have access to the governing board meetings of their respective JPA Member and can participate in the Coalition's governance through that mechanism. A significant number of growers are covered by multiple JPA members.

Given the Coalition's track record, its resources, and experience in serving as coalition under the Irrigated Lands Regulatory Program, the Coalition has demonstrated that it has the ability to carry out third-party responsibilities under the Order. Further, the Coalition has positioned itself to perform its duties in a cost-effective and cooperative manner.

The Coalition appreciates the opportunity to submitting this application to serve as the third-party representing members under the newly adopted order. The Coalition, its directors, and its members believe that its continued representation of the growers in the Kings River watershed and select adjoining areas is in the best interests of all involved in this critical effort.

If there are any questions, please do not hesitate to contact Mr. Rick Hoelzel, at (559) 237-5567 extension 130.

Sincerely,



Mark McKean, President
Kings River Watershed Coalition Authority

SPS/MK/dp

KRW-L13-0015
File: KRW 305.01

Attachments

- 1- Proposed Coverage Area Map
- 2- Kings River Watershed Coalition Authority Joint Powers Agreement

Cc: Clay Rodgers, CVRWQCB

KINGS RIVER WATERSHED COALITION AUTHORITY JOINT POWERS AGREEMENT

THIS AGREEMENT is made and effective as of January 1, 2009 pursuant to the Joint Exercise of Powers Act (Government Code Sections 6500, *et seq.*) by and between the public agencies and mutual water companies listed on the attached Exhibit A in order to form the Kings River Watershed Coalition Authority.

This Agreement is made with reference to the following facts.

A. Each of the parties to this Agreement administers and/or delivers irrigation water to growers in or adjacent to the service area of the Kings River in the San Joaquin Valley. As a result, they are vitally interested in preserving the viability of irrigated agriculture within their service areas.

B. The Porter-Cologne Water Quality Control Act regulates any person discharging waste or proposing to discharge waste that could affect the quality of waters of the State of California. Such discharges are regulated in the Central Valley by the Central Valley Regional Water Quality Control Board (the "Regional Board"), which takes the position that a discharge can occur when any amount of tailwater or storm water leaves irrigated land and enters surface waters of the State of California either directly or indirectly. The Regional Board also takes the position that any discharge must be either individually permitted pursuant to a waste discharge requirement or subject to a waiver of such requirement.

C. On June 22, 2006, the Regional Board adopted a Conditional Waiver of Waste Discharge Requirements for Discharges From Irrigated Lands, which took effect on July 1, 2006 (the "Waiver"). Pursuant to the Waiver, an owner or operator of irrigated lands that produce discharges may avoid obtaining individual waste discharge requirements by complying with the Waiver. Owners or operators of irrigated lands may comply with the Waiver either as individuals or through coalition groups. A coalition group for the Kings River sub-watershed has been formed in order to combine resources and reduce the cost of compliance with the Waiver.

D. Because compliance with the Waiver is integral to the viability of irrigated agriculture within the service areas of the parties to this Agreement, they wish to facilitate compliance with the Waiver by forming a joint powers authority to serve as the watershed coalition group for the Kings River sub-watershed and to act as the coordinator for landowners and operators enrolling in the coalition with respect to activities related to the Waiver.

THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter set forth, it is agreed by and among the parties hereto as follows:

Article I: Definitions

As used in this Agreement, unless the context requires otherwise, the meaning of the terms hereinafter set forth shall be as follows:

(a) "Advisory Committee" shall mean the advisory body of the Authority created by Section 3.02 of this Agreement, consisting of representatives from the member entities.

(b) "Associate Members" shall mean those Members of the Authority admitted in accordance with the terms and provisions of this Agreement that are not General Members, and which are identified as Associate Members on Exhibit A. The Board of Directors may from time to time admit Associate Members on terms and conditions determined by the Board. Directors and committee members designated by Associate Members shall be non-voting, their presence shall not be counted in determining whether a quorum is present, and they shall not be deemed present for purposes of determining which directors or committee members are present and voting.

(c) "Authority" shall mean the Kings River Watershed Coalition Authority, being the separate entity created by this Agreement.

(d) "Board of Directors" or "Board" shall mean the governing body of the Authority as established by Section 3.01 of this Agreement.

(e) "Committee" shall mean any committee established pursuant to Section 3.03 of this Agreement.

(f) "Fiscal Year" shall mean that period of 12 months established as the Fiscal Year of the Authority pursuant to Section 4.01 of this Agreement.

(g) "General Members" shall mean those Members of the Authority more particularly identified as General Members on Exhibit A, and any parties which shall hereafter become General Members in accordance with the terms and provisions of this Agreement.

(h) "Members" shall mean the General Members and Associate Members.

(i) "Regional Board" shall have the meaning ascribed in Recital B, above.

(j) "Special Activities" shall mean activities that are consistent with the purpose of this Agreement, but which are undertaken by fewer than all the parties in the name of the Authority pursuant to Section 3.07.

(k) "Waiver" shall have the meaning ascribed in Recital C, above.

Article II: Creation of Authority

Section 2.01 – Creation.

The parties, pursuant to their joint exercise of powers, hereby create a public entity to be known as the "Kings River Watershed Coalition Authority."

Section 2.02 – Term.

This Agreement shall remain in effect until terminated by mutual agreement of all the parties hereto. Notwithstanding any other provision herein, this Agreement shall remain in effect

and be binding upon the parties hereto and upon all subsequent parties joined herein for such a period as the Authority desires to engage in any activities under this Agreement. The foregoing provision shall not apply, however, to any party which withdraws or is terminated from its participation in the Authority in accordance with this Agreement.

Section 2.03 – Purpose.

The purpose of this Agreement is to provide for the joint exercise, through the Authority, of powers common to each of the parties in order to serve as the coordinator and coalition group for the Kings River sub-watershed under the Waiver and such other purposes related thereto as are incidental, necessary and convenient to the mutual benefit and interest of the Members. The Authority is formed solely to implement the Waiver for those owners and operators of irrigated lands who elect to participate in the Waiver through the Authority (or its predecessor coordinator) under the Waiver for the Kings River sub-watershed, and to undertake activities related thereto. Activities unrelated to the Waiver shall not be undertaken by the Authority.

Section 2.04 – Powers.

The Authority shall have the power to take any action to carry out the purposes of this Agreement. Notwithstanding the foregoing, members of the Authority shall at all times retain control and authority, independent of the Authority, over their own internal matters, including water supplies, facilities, and water supply projects. The Authority is authorized, in its own name, to do all acts necessary for the exercise of said powers, including, but not limited to, any and all of the following: to coordinate all activities relating to the Waiver with the Regional Board; to make and enter into contracts; to employ agents and employees; to acquire, construct, manage, maintain and operate any buildings, works, or improvements; to acquire by eminent domain, or otherwise, and to hold or dispose of any property; to sue and be sued in its own name; to incur debts, liabilities and obligations; and to issue bonds and all other forms of indebtedness, to the extent and on the terms provided by law for any of the parties herein or for any separate entity so permitted. Except as provided in Section 4.05, the Authority may not levy assessments on its Members. In accordance with California Government Code Section 6509, the foregoing powers shall be subject to the restrictions upon the manner of exercising such powers pertaining to the KINGS RIVER CONSERVATION DISTRICT, as specified in the Chapter 59 of the Appendix to the California Water Code.

Article III: Internal Organization

Section 3.01 – Governing Body.

Except to the extent powers are delegated to a Committee pursuant to Section 3.03, the Authority shall be governed by a Board of Directors which is hereby established and which shall be composed of one representative of each of the General Members, and who shall be selected and designated in writing from time to time by the governing body of the respective party from among the elected members of that party's governing body. Each party, in addition to appointing its member to the Board, shall appoint at least one alternate to the Board who shall be a director, officer, consultant or employee of that party, but need not be an elected member of that party's respective governing body. The role of each alternate Director shall be to assume the duties of the Director appointed by his/her member entity in case of the absence or unavailability

of such Director, including without limitation such Director's duties as a member of any Committee established pursuant to Section 3.03. The Directors and alternates so named shall continue to serve until their respective successors are appointed.

Section 3.02 – Advisory Committee.

Upon the affirmative vote of a majority of the Directors, there shall be established an advisory body known as the "Kings River Watershed Coalition Authority Advisory Committee" which shall consist of one representative from each of the Members. Each Member, in addition to appointing its member to the Advisory Committee, shall appoint at least one alternate to the Advisory Committee. Members and alternates shall be designated in writing from time to time by the respective governing body of each such member entity. The Advisory Committee shall be responsible to the Board and the Board shall be empowered to delegate to the Advisory Committee certain functions for purposes of program development, policy formulation and program implementation; provided, however, that any portion of the budget to be expended by the Advisory Committee shall be approved by the Board.

Advisory Committee members and alternates need not be elected representatives of their respective member agencies. Advisory Committee members may also serve as alternates to the Board of Directors of the Authority. The Advisory Committee shall meet from time to time as required by the Board or as it establishes.

Section 3.03 – Other Committees.

Upon the affirmative vote of a majority of the Directors, there shall be established such other Committees as the Board of Directors shall determine from time to time. Each such Committee shall be comprised of Directors, shall exist for the term specified in the action establishing the Committee, shall meet as directed by the Board of Directors, and shall be delegated any or all of the authority of the Board of Directors expressly so delegated in the action establishing the Committee or thereafter by affirmative vote of a majority of the Directors.

Section 3.04 – Seal; Bylaws.

The Board may (but need not) adopt an official seal for the Authority and adopt such bylaws as it may deem necessary to regulate the affairs of the Authority in accordance with this Agreement. The bylaws may be amended from time to time by the Board of Directors as it may deem necessary.

Section 3.05 – Voting; Quorum.

(a) A majority in number of the representatives on the Board of Directors of the General Members shall constitute a quorum for the transaction of General Members' business. Each representative on the Board of Directors shall be entitled to one vote. A majority in number of the members of the Advisory Committee or any Committee shall constitute a quorum for the transaction of business by the Advisory Committee or such Committee.

(b) All questions and matters of any nature whatsoever coming before the Board shall be determined, provided a quorum is present, by the concurrence of 75% of the representatives of the General Members of the Authority present and voting on such matter. Any

representative abstaining from a vote shall be counted for purposes of determining the existence of a quorum, but shall not be deemed to be voting. Amendment of this Agreement shall be governed by Section 7.01.

(c) All questions and matters of any nature whatsoever coming before the Advisory Committee or any Committee shall be determined, provided a quorum is present, by the concurrence of a majority of the members of the Advisory Committee or such Committee (as applicable) present and voting on such matter. Any member abstaining from a vote shall be counted for purposes of determining the existence of a quorum, but shall not be deemed to be voting.

Section 3.06 – Meetings.

Meetings of the Board of Directors, Advisory Committee and any Committee shall be conducted in accordance with the Ralph M. Brown Act, California Government Code Sections 54950, *et seq.*

Section 3.07 - Special Activities.

With the prior approval of the Board of Directors, Members may undertake Special Activities in the name of the Authority. Prior to undertaking a Special Activity, the Members electing to participate in the Special Activity shall enter into an activity agreement. Such activity agreement shall provide that (i) no Special Activity undertaken pursuant to such agreement shall conflict with the terms of this Agreement and (ii) the Members to the activity agreement shall indemnify, defend and hold the other parties to this Agreement and the Authority harmless from and against any liabilities, costs or expenses of any kind arising as a result of the Special Activity described in the activity agreement. All assets, rights, benefits, debts, liabilities and obligations attributable to a Special Activity shall be assets, rights, benefits debts, liabilities and obligations solely of the Members that have entered into the activity agreement for that Special Activity, in accordance with the terms of the activity agreement, and shall not be the assets, rights, benefits, debts, liabilities and obligations of those Members that have not executed the activity agreement.

Article IV: Financial Provisions

Section 4.01 – Fiscal Year.

The Fiscal Year of the Authority shall be from January 1 through December 31 of each year.

Section 4.02 – Funds; Accounts.

The Secretary-Treasurer shall be responsible for all money of the Authority from whatever source. All funds of the Authority shall be strictly and separately accounted for and regular reports shall be rendered of all receipts and disbursements at least quarterly during the Fiscal Year. The books and records of the Authority shall be open to inspection by the Members and by bondholders as and to the extent provided by resolution or indenture. The Secretary-Treasurer shall contract with a certified public accountant to make an annual audit or review of the accounts and records of the Authority which shall be conducted in compliance with Section 6505 of the California Government Code.

Section 4.03 – Property; Bonds.

The Board of Directors shall from time to time designate the officers and persons, in addition to those specified in Section 4.02 above, who shall have charge of, handle, or have access to any property of the Authority. Each such officer and person shall file a bond in an amount designated by the Board of Directors. Such designation shall be subject to ratification by the parties in compliance with California Government Code Section 6505.1.

Section 4.04 – Budget.

By a date set by the Board of Directors each Fiscal Year, the General Member representatives of the Board of Directors shall adopt a budget for the Authority for the ensuing Fiscal Year; provided, that the except as provided in Section 4.05, the Authority shall not impose assessments or other charges on Members to support such a budget and shall instead collect all funding required for its operations as set forth in Section 4.05.

Section 4.05 – Payments To The Authority.

(a) All fees, costs and expenses incurred by the Authority shall be funded (i) from voluntary contributions from third parties, (ii) assessments imposed on owners or operators of lands participating in the Waiver in the Kings River sub-watershed or (iii) assessments imposed on Members in lieu of assessments on owners or operators of lands participating in the Waiver that are served by such Member, but only if such Member has expressly agreed to represent the owners or operators of lands participating in the Waiver that are served by such Member for purposes of the Waiver and has expressly agreed to make payments of amounts assessed on behalf of such owners or operators.

(b) Notwithstanding Section 4.05(a), the Authority may fix and collect charges for any services furnished by the Authority to any other party (including both Members and nonmembers of the Authority) at the request of such other party, other than services provided by the Authority generally to all owners or operators of lands participating in the Waiver in the Kings River sub-watershed in the Authority's capacity as the coordinator and coalition group for the Kings River sub-watershed under the Waiver.

Article V: Contract Management

Section 5.01 – Management.

In addition to, or in lieu of, hiring employees, the Authority may engage one or more parties to manage any or all of the business of the Authority on terms and conditions acceptable to the Board of Directors. A party so engaged may, but need not, be a Member. Any party so engaged shall have such responsibilities as are set forth in the contract for such party's services.

Article VI: Relationship of Authority And Its Members

Section 6.01 – Separate Entity; Property.

In accordance with California Government Code Sections 6506 and 6507, the Authority shall be a public entity separate from the parties to this Agreement. Unless, and to the extent

otherwise agreed herein, the debts, liabilities and obligations of the Authority shall not be debts, liabilities or obligations of the member entities. The Authority shall own and hold title to all funds, property and works acquired by it during the term of this Agreement.

Section 6.02 – Admission, Withdrawal and Termination of Members.

Additional qualified parties may join in this Agreement and become General Members upon the approval of the Board of Directors. Associate Members may be admitted on terms and conditions set by the Board of Directors. Prior to being as a new Member, a party shall execute an agreement to be bound by the terms of this Agreement as if such party had been an original signatory hereto.

Notwithstanding anything herein to the contrary, any Member may withdraw from this Agreement by giving 30 days written notice of its election to do so, which notice shall be given to the Board of Directors and to each of the other parties; provided, that such withdrawal does not in any way impair any contracts, resolutions, indentures or other obligations of the Authority then in effect.

Any Member may be terminated, and upon termination shall no longer be a member of the Authority, by the vote of 75% of the directors representing the General Members not subject to the termination vote.

Section 6.03 – Disposition Of Property Upon Termination Or Determination By Board Of Directors Of Surplus.

Upon termination of this Agreement or upon determination by the Board of Directors that any surplus money is on hand, such surplus money shall be returned to the then member entities of the Authority (if any) which contributed such monies in proportion to their contributions. The Board of Directors shall first offer any properties, works, rights and interests of the Authority for sale to the member entities. If no such sale is consummated, then the Board of Directors shall offer the properties, works, rights and interests of the Authority for sale to any governmental agency, private entity or persons for good and adequate consideration.

Section 6.04 –Liability For Debts.

The parties to this Agreement do not intend hereby to be obligated either jointly or severally for the debts, liabilities or obligations of the Authority, except as may be specifically provided for in California Government Code Section 895.2 as amended or supplemented.

Article VII: Miscellaneous Provisions

Section 7.01 – Amendment.

This Agreement may be amended from time to time by the concurrence of 75% of all of the General Members. To provide non-concurring parties an opportunity to withdraw from the Authority as provided herein, an amendment shall be binding on all parties hereto 30 days after the required concurrence has been obtained.

Section 7.02 – Severability And Validity Of Agreement.

Should the participation of any party to this Agreement, or any part, term or provision of this Agreement be decided by the courts or the legislature to be illegal, in excess of that party's authority, in conflict with any law of the State of California, or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms or provisions of this Agreement shall not be affected thereby and each party hereby agrees it would have entered into this Agreement upon the same terms as provided herein if that party had not been a participant in this Agreement.

Section 7.03 – Assignment.

Except as otherwise provided in this Agreement, the rights and duties of the parties to this Agreement may not be assigned or delegated without the advance written consent of all the other parties, and any attempt to assign or delegate such rights or duties in contravention of this section shall be null and void. Any assignment or delegation permitted under the terms of this Agreement shall be consistent with the terms of any contracts, resolutions or indentures of the Authority then in effect. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. This section does not prohibit a party from entering into an independent agreement with another agency regarding the financing of that party's contributions to the Authority or the disposition of proceeds which that party receives under this Agreement so long as such independent agreement does not affect, or purport to affect, the rights and duties of the Authority or the parties under this Agreement.

Section 7.04 – Execution In Parts Or Counterparts.

This Agreement may be executed in parts or counterparts, each part or counterpart being an exact duplicate of all other parts or counterparts, and all parts or counterparts shall be considered as constituting one complete original and may be attached together when executed by the parties hereto. Facsimile signatures shall be binding.

Section 7.05 – Notices.

Notices authorized or required to be given pursuant to this Agreement shall be in writing and shall be deemed to have been given when mailed, postage prepaid, or delivered during working hours to the addresses set forth for each of the parties hereto on Exhibit "A" of this Agreement, or to such other changed addresses communicated to the Authority and the member entities in writing.

Section 7.06 – Arbitration.

All disputes and controversies relating to the interpretation, construction, performance, termination and breach of or withdrawal from this Agreement shall be settled by arbitration under the rules and regulations of the American Arbitration Association. Any party requesting arbitration under this Agreement must make a demand on the other parties by registered or certified mail with a copy to the American Arbitration Association. The arbitration will take place as noticed by the American Arbitration Association regardless of whether one of the parties fails or refuses to participate.

IN WITNESS WHEREOF, the parties hereto, pursuant to resolutions duly and regularly adopted by their respective Board of Directors or governing board, have caused their names to be affixed by their proper and respective officers as of the day and year first above-written.

NAME OF MEMBER: _____

By: _____

Its: _____

By: _____

Its: _____

Dated: _____

Kings River Watershed Coalition Authority

location: 4886 East Jensen Avenue

P. O. Box 8259
Fresno, CA 93747
(559) 476-0532

Exhibit A

General Members

General Members

Alta Irrigation District
P. O. Box 715
Dinuba, CA 93618

Burrel Ditch Company
3899 W. Davis Avenue
Riverdale, CA 93656

Clark's Fork Reclamation District #2069
P. O. Box 874
Lemoore, CA 93245

Consolidated Irrigation District
P. O. Box 209
Selma, CA 93662

Corcoran Irrigation Company
c/o J. G. Boswell Company
P. O. Box 877
Corcoran, CA 93212

Crescent Canal Company
22895 S. Dickenson Avenue
Riverdale, CA 93656

Empire West Side Irrigation District
P. O. Box 66
Stratford, CA 93266

Fresno Irrigation District
2907 South Maple Avenue
Fresno, CA 93725

James Irrigation District
P. O. Box 757
San Joaquin, CA 93660

John Heinlen Mutual Water Company
P. O. Box 647
Lemoore, CA 93245

Kings River Conservation District
4886 Jensen Avenue
Fresno, CA 93725

Kings River Water District
15142 E. Goodfellow Avenue
Sanger, CA 93657

Laguna Irrigation District
5065 19 1/2 Avenue
Riverdale, CA 93656

Last Chance Water Ditch Company
P. O. Box 131
Hanford, CA 93232

Lemoore Canal & Irrigation Company
P. O. Box 647
Lemoore, CA 93245

Liberty Canal Company
P. O. Box 223
Riverdale, CA 93656

Liberty Mill Race Company
P. O. Box 126
Riverdale, CA 93656

Lovelace Water Corporation
c/o J. G. Boswell Company
P. O. Box 877
Corcoran, CA 93212

Peoples Ditch Company
P. O. Box 1261
Hanford, CA 93232

Reed Ditch Company
P. O. Box 445
Riverdale, CA 93656

Riverdale Irrigation District
P. O. Box 683
Riverdale, Ca 93656

Southeast Lake Water Company
c/o J. G. Boswell Company
P. O. Box 877
Corcoran, CA 93212

Stratford Irrigation District
P. O. Box 538
Stratford, CA 93266

Tulare Lake Basin Water Storage District
1001 Chase Avenue
Corcoran, CA 93212

Tulare Lake Canal Company
c/o J. G. Boswell Company
P. O. Box 877
Corcoran, CA 93212

Tulare Lake Reclamation District #761
c/o Westlake Farms
23311 Newton Avenue
Stratford, CA 93266

Upper San Jose Water Company
944 Whitley Avenue
Corcoran, CA 93212

KRWCA Agreement Exhibit A.xls
01/07/2009 pm

NAME OF MEMBER: ALTA IRRIGATION DISTRICT

By: Norman Waldner
Its: Board President

By: Chris M. Kephart
Its: General Manager / Secretary

Dated: 6-12-2008

NAME OF MEMBER: Burns Ditch Co

By: J. Madal
Its: President

By: Julia Mader Chan
Its: Secretary / Treasurer

Dated: 5-6-08

Clarks Fork Reclamation District 2069 UGENE E. POSTUPACK

NAME OF MEMBER: Clarks Fork
By: [Signature]
Its: BOARD MEMBER

By: Clarks Fork
Its: Pres.

Dated: 4/23/08

NAME OF MEMBER: Consolidated Irrigation District

By: Robert Tolsen Jr.
Its: President

By: Margaret Maurer
Its: Secretary

Dated: June 16, 2008

NAME OF MEMBER: COCONINO IRRIGATION COMPANY

By: Andy [Signature]
Its: PRESIDENT

By: Siobhan Hemmery
Its: Secretary

Dated: 7-7-08

NAME OF MEMBER: Crescent Canal Company

By: Mark G. [Signature]
Its: President

By: Jean Ent
Its: Secretary / TRES.

Dated: 7-16-08

NAME OF MEMBER: Empire Water I. O.

By: John Jones

Its: Pres.

By: Carl Jones

Its: Sec

Dated:

5/21/08

NAME OF MEMBER: FID

By: Jim Bonner

Its: PRESIDENT

By: Ray R. Senato

Its:

Dated:

May 14, 2008

NAME OF MEMBER: JAMES IRRIGATION DISTRICT

By: Kenneth R. Hale

Its: KENNETH R. HALE, PRESIDENT

By: Donna Y. Hanneman

Its: DONNA Y. HANNEMAN, SECRETARY

Dated:

MAY 20, 2008

NAME OF MEMBER: John Heinlen Mutual Water Co.

By: John Heinlen

Its: President

By: Joanne Bailey

Its: Secretary

Dated:

May 28, 2008

NAME OF MEMBER: Kings River Conservation District

By: Mark McKean

Its: Mark McKean - President, Board of Directors

By: David Orth

Its: David Orth, General Manager

Dated:

NAME OF MEMBER: KINGS RIVER WATER DISTRICT

By: Richard S. Cosgrove

Its: President

By: Richard S. Cosgrove

Its: Secretary

Dated:

May 22, 2008

NAME OF MEMBER: Laguna Irrigation District
By: Frank Zuccaro
Its: _____

By: Paul Scott
Its: _____

Dated: 5-6-08

NAME OF MEMBER: Last Chance Water Ditch Co
By: Gerald Bickner
Its: _____

By: John M. [Signature]
Its: Secretary

Dated: 5/8/08

NAME OF MEMBER: LEMOORE CANAL + IRRIGATION Co.
By: Roma Rodriguez
Its: PRESIDENT

By: Bill Austin
Its: SECRETARY

Dated: MAY 13, 2008

NAME OF MEMBER: Liberty Canal Company
By: [Signature]
Its: President

By: Kim Mayfield
Its: Secretary

Dated: 4-22-08

NAME OF MEMBER: Liberty Mill Race Co
By: Richard [Signature]
Its: Pres.

By: Linda Naneel
Its: Sec. Treas

Dated: 5-8-08

NAME OF MEMBER: LOUGHRAN WATER CORP.
By: Andy [Signature]
Its: PRESIDENT

By: Siobhan [Signature]
Its: Secretary

Dated: July 7, 2008

NAME OF MEMBER: Peoples Ditch Company
By: Dale Kuntz
Its: Manager

Dated: May 14th 2008

By: [Signature]
Its: Secretary

NAME OF MEMBER: Reed Ditch Company
By: Mark C. Greybeard
Its: President

Dated: 7-16-08

By: [Signature]
Its: Secretary

NAME OF MEMBER: Riverdale Irrigation District
By: Dean L. Jensen
Its: President

Dated: 6-4-08

By: Kimberly Mayfield
Its: Secretary

NAME OF MEMBER: SOUTHEAST CAKE WATER COMPANY
By: [Signature]
Its: PRESIDENT

Dated: 7-7-08

By: [Signature]
Its: Secretary

NAME OF MEMBER: STRATFORD IRRIGATION DIST.
By: Paul Newton
Its: Vice President

Dated: May 15, 2008

By: Joanne Bailey
Its: Secretary

Tulare Lake Basin

NAME OF MEMBER: Water Storage District
By: [Signature]
Its: General MANAGER

Dated: May 6, 2008

By: [Signature]
Its: Secretary

NAME OF MEMBER: TULARE LAKE CANAL
By: Carl J. White
Its: PRESIDENT

By: Dick Van Der May
Its: Secretary

Dated: 7-7-08

NAME OF MEMBER: TLRD 761
By: C. D. [Signature]
Its: President

By: _____
Its: _____

Dated: Dec 9, 2008

NAME OF MEMBER: UPPER SAN JOSE WATER CO.
By: W. T. SCONE - PRES
Its: [Signature]

By: [Signature]
Its: Secretary

Dated: 5/19/08